



FAIRFAX COUNTY PARK AUTHORITY

M E M O R A N D U M



TO: Chairman and Members
Park Authority Board

VIA: Michael A. Kane, Director

FROM: Todd Johnson, Director
Park Operations Division

DATE: April 19, 2006

Agenda

Park Operations Committee
Wednesday, April 26, 2006– 6:30 p.m.
Board Room – Herrity Building
Chairman: William G. Bouie

1. Synthetic Turf Field Program Agreements – Action*

*Enclosures

cc: Timothy K. White
Leadership Team

ACTION -

Synthetic Turf Field Program Agreements

ISSUE:

The approval of terms to be included in the agreements with the contributors of matching funds for the development of synthetic turf fields at Mason District and Wakefield Parks.

RECOMMENDATION:

The Park Authority Director recommends that the following terms be included in the agreements for the development of synthetic turf fields with Annandale Boys and Girls Club for Mason District Park and Braddock Road Youth Club for Wakefield Park:

- Upon completion, the field becomes the property of the Fairfax County Park Authority.
- The Park Authority provides the Department of Community and Recreation Services with the right to schedule the field in a manner consistent with their Field Allocation Policy and other terms contained within this agreement.
- Scheduling of the fields at times not provided through the allocation by the Department of Community and Recreation Services shall be provided by the Fairfax County Park Authority and subject to all established Park Authority requirements, except where exceptions have been explicitly provided in the terms of this agreement.
- Any rights provided through this agreement are limited to the signatories and are not transferable.
- The Authority agrees to exempt (group names) from providing to the Authority any commissions due from the sale of items or other revenue generation conducted by the (group names). A description of all resale items must be forwarded and approved by the Authority prior to sale. Commercial sales and vending are prohibited under this Agreement, as are the charging of admission or entrance fees to the field, any Park, Park area or event. This exemption shall be limited to a period of ten (10) years commencing on the day of field acceptance.

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- Following the completion of the useful life of the field, the Fairfax County Park Authority is under no obligation for the replacement of the field.

Once finalized, the agreement will require Park Authority Board approval.

TIMING:

The Department of Community and Recreation Services desires to have the agreements signed by May 15, 2006. The final agreement will be returned to the Park Authority Board at its meeting on May 10, 2006 for approval.

BACKGROUND:

The Department of Community and Recreation Services managed the matching funds initiative for the development of synthetic turf fields at Fairfax County facilities. The Annandale Boys and Girls Club and Braddock Road Youth Club were determined to be the successful submitters for the development of synthetic turf fields at Mason District and Wakefield Parks. Vienna Youth, Inc. and Greater Vienna Babe Ruth were the successful submitters for a contribution of \$425,000 for Waters Field, located in the Town of Vienna. The Park Authority has no association with that project. Fairfax County will provide the matching fund component for all three projects.

In submitting their matching fund proposals, athletic groups were encouraged to partner in their funding efforts. Annandale Boys and Girls Club was the sole party to their submission of \$250,000, while Braddock Road Youth Club was joined by two other groups who also contributed a total of \$400,000 towards the matching funds. The breakdown is as follows:

- Braddock Road Youth Club: \$167,600
- Northern Virginia Soccer League: \$76,800
- Fairfax Women's Soccer Association: 153,600

Note: (These figures do not include interest on loans, etc. However, the total funds to be submitted to the Department of Community and Recreation Services is \$400,000).

The Department of Community and Recreation Services has drafted individual agreements for Annandale Boys and Girls Club and Braddock Road Youth Club for which the Park Authority will also be a signatory (see attachments 1 and 2).

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The Park Authority must provide terms for inclusion within the agreement that effectively protects itself and assures proper management of the fields, while giving consideration to the financial commitment of the contributing groups. These terms will then be included in the agreements and reviewed by the County Attorney's Office.

Considerations:

- The synthetic turf field will replace an existing field that was built and maintained with public funds.
 - The groups have been and will continue to be the primary user of the field during the existing seasons (March 1- November 15) as well as a new season (November 16- February 28).
 - The groups will receive priority scheduling for the life (10 years) of the field.
 - The contributing groups provide half of the funds necessary to construct the synthetic turf field.
 - There is no commitment from the contributing groups to provide funding for the eventual replacement of the synthetic turf field.
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- The Fairfax County Park Authority will be responsible for maintenance of the field, the lighting system, utilities and all other costs associated with the field and its use.
 - The Department of Community and Recreation Services will continue to charge the \$5.50 athletic field participant fee to the contributing groups.
 - The Department of Community and Recreation Services is considering the establishing an additional sport allocation season from December to January.

FISCAL IMPACT:

Funding is currently available in the amount of \$34,870 (\$481,169 Board of Supervisors Supplemental Allotment less \$21,299 previously encumbered and \$425,000 reserved for the Town of Vienna, Waters Field) in Project 005013, Athletic Services-Synthetic Turf Field Development, Fund 303, General County Construction Fund. Additional funding in the amount of \$1,650,000 to be included with the FY 2007 budget allocation, for a total available funding of \$1,684,870 for these projects. The funding will come from the following sources:

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Currently available in Fund 303:	\$34,870
Annandale Boys and Girls Club	\$250,000
Braddock Youth Club	\$400,000
Board of Supervisors Appropriation	\$1,000,000

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County and Braddock Road Youth Club Agreement (DRAFT)

Attachment 2: Fairfax County and Annandale Boys and Girls Club Agreement (DRAFT)

STAFF:

Michael A. Kane, Director

Timothy K. White, Chief Operating Officer

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**FAIRFAX COUNTY
AND
BRADDOCK ROAD YOUTH CLUB
AGREEMENT**

This agreement spells out the terms and conditions of the Fairfax County Synthetic Turf Field Development Program for the Wakefield Park Rectangular Field #5. The parties to the agreement include: Fairfax County Department of Community and Recreation Services, Fairfax County Park Authority, Braddock Road Youth Club, Fairfax Women's Soccer Association and the Northern Virginia Soccer League.

As part of this agreement, the parties fully recognize and accept the following terms:

A. Scheduling and Usage

1. The county agrees to grant Braddock Road Youth Club scheduling and usage rights in accordance with the Fairfax County Field Allocation Policy, included as attachment 1. The use of the field during the winter season (November 16th – February 28th) will be subject to the policies and regulations described in the Fairfax County Field Allocation Policy. Allocations for field use will be determined by the same calculations used throughout the rest of the year. The winter season will be considered a separate scheduling season by the county and as such will also be subject to the Athletic Services Application Fee Policy.
2. The county agrees to confer the first right of scheduling and usage of Wakefield Park Rectangular Field #5 to Braddock Road Youth Club for the life of the synthetic turf, as deemed playable by the county. The county does not guarantee exclusive use or permanent assignment of Wakefield Park Rectangular Field #5 to Braddock Road Youth Club.
3. The county agrees to confer Braddock Road Youth Club's partners, the Fairfax Women's Soccer Association and the Northern Virginia Soccer League, the secondary right of scheduling and usage of Wakefield Park Rectangular Field #5 for the life of the synthetic turf, as deemed playable by the county.
4. The county agrees to allocate the field equitably among Braddock Road Youth Club and its partner's sports in their primary season in accordance with the Fairfax County Field Allocation Policy.

B. Construction and Maintenance

1. The county agrees to conduct the construction and installation of the synthetic turf on Wakefield Park Rectangular Field #5.
2. The county agrees to conduct all the maintenance, repair and upkeep of the synthetic turf on Wakefield Park Rectangular Field #5.

C. Payments

1. Braddock Road Youth Club agrees to make a payment of \$400,000, remitted by check, made payable to the county of Fairfax, by May 15, 2006.

D. Waiver of Liability

1. Neither party shall be liable for any claims, liabilities, or expenses arising out of the acts or omissions of the other party. To the extent permitted by the laws of the Commonwealth of Virginia, each party shall be responsible for the acts or omissions of its participants, agents, and/or

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employees, causing harm to persons not a party to this agreement as provided by the laws and regulations of the Commonwealth of Virginia.

E. General Provisions

1. The agreement is not subject to the Virginia Public Procurement Act because its primary purpose pertains to the use and maintenance of County lands. See 1990 Op. Virginia Attorney General 36, 40.
2. Braddock Road Youth Club agrees to support and enforce the rules, regulations and procedures set forth in the Fairfax County Field Allocation Policy included, unless otherwise stipulated in this agreement.
3. The county and Braddock Road Youth Club agree to jointly review operations under this agreement on a periodic basis to ensure that any operational issues that may arise are addressed in a cooperative and timely manner. Braddock Road Youth Club and the county will each designate an individual to serve as primary contacts for this agreement.
4. This agreement will be effective from date of signature and will remain in effect unless terminated by either party with 30 days notice.
5. If, through any cause, Braddock Road Youth Club shall fail to fulfill his or her obligations under this agreement, or if Braddock Road Youth Club shall violate any of the covenants, agreements, or stipulations of this agreement, the county shall thereupon have the right to terminate, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
6. All equipment and materials belonging to the Braddock Road Youth Club must be removed by the date of termination of this agreement, unless other arrangements are agreed to in writing. A representative of the county and Braddock Road Youth Club will conduct a walk-through of field occupied by Braddock Road Youth Club to ensure that all equipment and materials have been removed, and that the space has been left in good condition except for normal wear and tear.

This agreement and its terms are governed by the laws of the Commonwealth of Virginia.

As agreed to:

Braddock Road Youth Club:

Signature Date

Name and Title (print)

Fairfax Women's Soccer Association:

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Signature Date

Name and Title (print)

Northern Virginia Soccer League:

Signature Date

Name and Title (print)

Fairfax County Department of Community and Recreation Services:

Signature Date

Patricia D. Franckewitz
Name and Title (print)

Fairfax County Park Authority:

Signature Date

Name and Title (print)

Fairfax County:

Signature Date

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Anthony H. Griffin, County Executive
Name and Title (print)

**FAIRFAX COUNTY
AND
ANNANDALE BOYS AND GIRLS CLUB
AGREEMENT**

This agreement spells out the terms and conditions of the Fairfax County Synthetic Turf Field Development Program for the Mason District Park Field #3. The parties to the agreement include: Fairfax County Department of Community and Recreation Services, Fairfax County Park Authority, Annandale Boys and Girls Club, and the London Connection Soccer School of Excellence.

As part of this agreement, the parties fully recognize and accept the following terms:

A. Scheduling and Usage

1. The county agrees to grant the Annandale Boys and Girls Club scheduling and usage rights in accordance with the Fairfax County Field Allocation Policy, included as attachment 1. The use of the field during the winter season (November 16th – February 28th) will be subject to the policies and regulations described in the Fairfax County Field Allocation Policy. Allocations for field use will be determined by the same calculations used throughout the rest of the year. The winter season will be considered a separate scheduling season by the county and as such will also be subject to the Athletic Services Application Fee Policy.
2. The county agrees to confer the first right of scheduling and usage of Mason District Park Field #3 to the Annandale Boys and Girls Club for the life of the synthetic turf, as deemed playable by the county. The county does not guarantee exclusive use or permanent assignment of Mason District Park Field #3 to the Annandale Boys and Girls Club.
3. The county agrees to confer the Annandale Boys and Girls Club's partner, the London Connection Soccer School of Excellence, the secondary right of scheduling and usage of Mason District Park Field #3 for the life of the synthetic turf, as deemed playable by the county.
4. The county agrees to allocate the field equitably among the Annandale Boys and Girls Club and its partner's sports in their primary season in accordance with the Fairfax County Field Allocation Policy.

B. Construction and Maintenance

1. The county agrees to conduct the construction and installation of the synthetic turf on Mason District Park Field #3.
2. The county agrees to conduct all the maintenance, repair and upkeep of the synthetic turf on Mason District Park Field #3 .

C. Payments and In-Kind Services

1. The Annandale Boys and Girls Club agrees to make a payment of \$250,000, remitted by check, made payable to the county of Fairfax, by May 15, 2006.

2. The Annandale Boys and Girls Club agrees to provide the following in-kind services:
 - a. Provide 10 full scholarships, to include all related costs such as transportation, per year for 10 years for Fairfax County youth to attend the annual Atlantic Soccer camp in Delaware during the first week of August. The Annandale Boys and Girls Club will select five of those scholarship recipients and the Department of Community and Recreation Services will select the other five scholarship recipients.
 - b. Provide 65 partial scholarships per week for four weeks per year for 10 years for Fairfax County youth to attend the local summer soccer clinic camp run in partnership with the London Connection Soccer School of Excellence. The partial scholarships will be provided at an 80% scholarship rate, charging the participating youth only 20% of the full cost of the camp. The Department of Community and Recreation Services will select all of the scholarship recipients.
 - c. Provide 20 free Annandale Boys and Girls Club memberships per year for 10 years. Membership in the club includes participation in one youth sport for one season. The Annandale Boys and Girls Club will select all of the recipients.

D. Waiver of Liability

1. Neither party shall be liable for any claims, liabilities, or expenses arising out of the acts or omissions of the other party. To the extent permitted by the laws of the Commonwealth of Virginia, each party shall be responsible for the acts or omissions of its participants, agents, and/or employees, causing harm to persons not a party to this agreement as provided by the laws and regulations of the Commonwealth of Virginia.

E. General Provisions

1. The agreement is not subject to the Virginia Public Procurement Act because its primary purpose pertains to the use and maintenance of County lands. See 1990 Op. Virginia Attorney General 36, 40.
2. The Annandale Boys and Girls Club agrees to support and enforce the rules, regulations and procedures set forth in the Fairfax County Field Allocation Policy included, unless otherwise stipulated in this agreement.
3. The county and Annandale Boys and Girls Club agree to jointly review operations under this agreement on a periodic basis to ensure that any operational issues that may arise are addressed in a cooperative and timely manner. The Annandale Boys and Girls Club and the county will each designate an individual to serve as primary contacts for this agreement.
4. This agreement will be effective from date of signature and will remain in effect unless terminated by either party with 30 days notice.
5. If, through any cause, the Annandale Boys and Girls Club shall fail to fulfill his or her obligations under this agreement, or if the Annandale Boys and Girls Club shall violate any of the covenants, agreements, or stipulations of this agreement, the county shall thereupon have the right to terminate, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

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6. All equipment and materials belonging to the Annandale Boys and Girls Club must be removed by the date of termination of this agreement, unless other arrangements are agreed to in writing. A representative of the county and the Annandale Boys and Girls Club will conduct a walk-through of field occupied by the Annandale Boys and Girls Club to ensure that all equipment and materials have been removed, and that the space has been left in good condition except for normal wear and tear.

This agreement and its terms are governed by the laws of the Commonwealth of Virginia.

As agreed to:

Annandale Boys and Club:

Signature Date

Name and Title (print)

London Connection School of Excellence:

Signature Date

Name and Title (print)

Fairfax County Department of Community and Recreation Services:

Signature Date

Patricia D. Franckewitz
Name and Title (print)

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Fairfax County Park Authority:

Signature Date

Name and Title (print)

Fairfax County:

Signature Date

Anthony H. Griffin, County Executive
Name and Title (print)
